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Doc#: 0730546061 Fee: \$32.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/01/2007 11:04 AM Pg: 1 of 5

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MID AMERICA BANK, FSB.
SECOND LOAN MODIFICATION AGREEMENT

Loan Number: 510506216

Modification Fee: \$ 2,155.00

Purpose of Modification: To modify the interest rate from 4.875 % to 6.375 %; to modify the monthly principal and interest payment from \$ 989.19 to \$ 877.03 ; to modify the next Interest Rate Change Date from October 1, 2007 to September 1, 2012 ; to modify the Minimum Interest Rate from 4.875 % to 6.375 %; to modify the Maximum Interest Rate from 10.875 % to 12.375 %; to modify the Maturity Date from September 1, 2026 to September 1, 2037; to modify the Note to eliminate the prepayment penalty.

Monthly Payment:	Principal & Interest	\$ 877.03
	Escrow	NA
	TOTAL:	\$ 877.03

This Loan Modification Agreement/Additional Advance (hereinafter referred to as "Modification") made and entered into this 25th day of September, 2007, by and between Mid America Bank, *inc.* of the County of Cook and State of Illinois (hereinafter referred to as "Mid America") and Antonin Vyskocil and Ludmila Vyskocil, husband and wife (hereinafter referred to as "Borrowers"), shall affect the property located at 512 W Harrison, Oak Park, Illinois 60304, and legally described as follows:

LOTS 23 AND 24 IN JOHN C. MCDERMOTT RESUBDIVISION OF LOTS 1 TO 28, INCLUSIVE, IN BLOCK 8 IN CHICAGO HERALD ADDITION TO OAK PARK, A SUBDIVISION OF THE WEST HALF OF LOT 4 IN THE SUBDIVISION OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE WEST HALF OF THE SOUTHWEST QUARTER THEREOF) IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 16182290300000, 16182290310000

WHEREAS, Mid America has previously loaned Borrowers the principal sum of Two Hundred Thousand and 00/100 Dollars (\$200,000.00) evidenced by a Promissory Note and Mortgage both dated August 13, 2001; said Mortgage having been recorded in the office of Recorder of Deed of Cook County, Illinois as Document Number 0010796578 and said Note and Mortgage are incorporated into and made a part of this Modification;

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WHEREAS, Borrower has executed a Loan Modification dated September 10, 2004 ("First Modification");

WHEREAS, the parties hereto for mutual consideration wish to revise the terms of the Promissory Note and Mortgage of said indebtedness;

NOW THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. It is agreed that as of the date of this Modification, the unpaid principal balance of said indebtedness is One Hundred Forty Thousand Five Hundred Eighty and 36/100 Dollars (\$140,580.36).
2. The Note and Mortgage, both dated August 13, 2001 shall be modified as follows:
 - (a) The interest rate on the loan as set forth in the Note shall be changed to equal 6.375 % until the next Interest Rate Change Date, as herein revised.
 - (b) The principal and interest payment as set forth in the Note is hereby modified to be \$877.03. This amount may change subject to the terms of the note.
 - (c) The next Interest Rate Change Date shall be 09/01/2012.
 - (d) The Minimum Interest Rate, as defined in the Note, shall be 6.375 %.
 - (e) The Maximum Interest Rate, as defined in the Note, shall be 12.375 %.
 - (f) The Maturity Date shall become 09/01/2037.
 - (g) The new modified payments will begin on the first day of each month beginning on October 1, 2007.
3. Borrower will keep and maintain all necessary books, records, and accounts relating to the Mortgaged Premises and the operation thereof, including the leases relating to the Mortgaged Premises. The books, records, and accounts to be maintained by the Borrower shall include, but shall not be limited to, financial statements of the Borrower, operating and expense statements relating to the Mortgaged Premises, and up to date rental records for the Mortgaged Premises, if applicable. At the written request of the Lender, the Borrower shall deliver any and all books, records and accounts to the Lender on January 1st and July 1st of each year during the term of this loan agreement. Borrower shall enter in such books of record and account full, true and correct entries in accordance with generally accepted accounting principles of all dealings and transactions relative to the Mortgaged Premises therein. Notwithstanding anything to the contrary contained herein, Lender may request, at any time, and the Borrower shall produce, any and all additional documents and records which it may reasonably request from the Borrower.
4. Borrower covenant and represent that they shall maintain and keep the Mortgaged Premises free at all times of any environmental violation, waste, hazard or damage, including toxic chemicals, asbestos, or gasoline, and that the Borrower shall provide any proof or tests required by the Lender that the Mortgaged Property is free from any environmental waste, hazard, or damage. Further, the Borrower represents that the Mortgaged Premises shall not violate any state or federal environmental statute, regulation or law. If at any time any soil test or any other environmental test of the Mortgaged Premises evidences environmental violations or dangers, the Borrower shall have a period of sixty (60) days to remedy said violation and deliver an updated test to Lender evidencing that the environmental violations or dangers have been removed. If the Borrower fails to remediate the environmental dangers evidenced by the requisite soil or environmental test within sixty (60) days, or if any other environmental violation, waste, hazard, or damage occurs on the Mortgaged Premises, said environmental violation, waste, hazard or damage shall be considered an Event of Default under the terms of the Mortgage, and the Lender shall have the right, at its option, but shall have no obligation, to cure any environmental violation, waste, hazard or damage on behalf of the Borrower, and any and all amounts advanced by the Lender hereunder shall become an additional indebtedness of the Borrower under the original Note, and interest shall accrue on said amounts advanced by the Lender at the Default Rate as set forth in the Note. Any amounts advanced by the Lender under this paragraph, plus interest thereon, shall be immediately due and payable by the Borrower.

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The Lender shall have the right, at its discretion, to direct the Borrower to conduct environmental tests upon the Mortgaged Premises at the Borrowers expense and to provide the Lender with updated test reports detailing the results of the environmental tests. Upon receipt of a request for an environmental test from the Lender, the Borrower shall have a period of thirty (30) days to provide the Lender with the results of the requisite environmental test. Any failure of the Borrower to conduct any environmental test requested by the Lender, or to provide the Lender with test results, shall be considered an Event of Default under the terms of the Mortgage.

The Borrower agrees that, in addition to its representations provided in this paragraph 6, it shall, at its own expense, comply with any operation or management plan proposed by any state or federal agency for the removal of asbestos from the Mortgaged Premises. The failure of the Borrower to comply with this paragraph 6 shall be considered an Event of Default under the Mortgage.

5. It is agreed that all sums owed under this Note will be paid no later than September 1, 2037 (the "Maturity Date") and the Maturity Date under all the Loan Documents will be deemed September 1, 2037. To the extent the terms, conditions and provisions of this Modification Agreement differ from or are inconsistent with the Note, Mortgage and other Loan Documents executed by the Borrower, the terms, conditions and provisions of this Modification shall control and govern.

In all respects, said Note and Mortgage shall remain in full force and effect, and the undersigned promises to pay said indebtedness as herein stated and to perform all of the obligations of said Mortgage contract, as herein revised.

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Executed, sealed and delivered in duplicate this ²25th day of ^{October}September.

AS TO THE BORROWER:

BY:

Antonin Vyskocil
Antonin Vyskocil

BY:

Ludmila Vyskocil
Ludmila Vyskocil

Michigan
STATE OF ILLINOIS)
)SS
COUNTY OF Berrien

THE UNDERSIGNED, a Notary Public in and for said county and state aforesaid, do hereby certify that Antonin Vyskocil and Ludmila Vyskocil, are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, they appeared before me this day in person and acknowledge that they signed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND SEAL THIS 25TH DAY OF SEPTEMBER, 2007.

Notary Public:

Betty J. Smeltzer

My Commission Expires:

11-14-12

BETTY J. SMELTZER
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF BERRIEN
MY COMMISSION EXPIRES 11/14/2012
Acting in the County of Berrien

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